

CA 086604

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4 - Law Enforcement, Fire, Corrections & Courts

For Commission Action on _____

RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT IN THE TOTAL AMOUNT OF \$132,000.00 BY AND BETWEEN SHELBY COUNTY GOVERNMENT ON BEHALF OF THE JUVENILE COURT CLERK AND SYSTEMS DESIGN FOR COMPUTER SUPPORT SERVICES. RESOLUTION SPONSORED BY COMMISSIONER JOYCE AVERY.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

✓ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ 132,000 ; County CIP Funds- \$ _____

State Grant Funds: \$ _____ ; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Juvenile Court Clerk

APPROVAL:

| | | | |
|---------------------|--|--------------------|---------------|
| Dept. Head: | <u>Joy Toulaiatos</u> <u>901-405-8664</u> | <u>[Signature]</u> | <u>6-3-08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Elected Official: | <u>Steve Stamson</u> <u>901-405-8809</u> | <u>[Signature]</u> | <u>6-3-08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Division Director: | <u>Joy Toulaiatos</u> <u>901-405-8664</u> | <u>[Signature]</u> | <u>6-3-08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |
| CIP – A&F Director: | _____ | _____ | _____ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Finance Dept. | <u>Mike Swift</u> <u>545-4269</u> | <u>[Signature]</u> | <u>6/3/08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |
| County Attorney: | <u>Danek Skelton</u> <u>545-4362</u> | <u>[Signature]</u> | <u>6-4-08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |
| CAO/Mayor: | <u>James F. Huntzicker</u> <u>545-4514</u> | <u>[Signature]</u> | <u>6/4/08</u> |
| | (Print your name & phone #.) | (Initials) | (Date) |

Summary Sheet

I. Description of Item

Resolution approving Professional Services Contract in the total amount of \$132,000.00 by and between Shelby County Government on behalf of the Juvenile Court Clerk and Systems Design for Computer Support services. Sponsored by Commissioner Joyce Avery.

II. Source and amount of Funding

\$132,000 is available in the proposed FY 2008 – 2009 Juvenile Court Clerk's Office O & M Budget in the Outside Consultant Fees line item 6634.

III. Contract Items

- Type of Contract: Professional services contract with Systems Design in the amount of \$132,000.00.
- Terms: The twelve (12) month period of July 1, 2008 through June 30, 2009, with three (3) renewal options at a cost of \$132,000.00 for each twelve (12) month period plus annual contract price increases equal to the Shelby County employee raises as set forth by the Shelby County Commissioners for the FY 2009 – 2010, FY 2010 – 2011, and FY 2011 – 2012 budget years.

IV. Additional Information Relevant to Approval of this Item

The Juvenile Court Clerk's Office recommends approval of this resolution.

ITEM NO: _____

PREPARED BY: Joy Touliatos _____

APPROVED BY:  _____

RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$132,000.00 BY AND BETWEEN SHELBY COUNTY GOVERNMENT ON BEHALF OF THE JUVENILE COURT CLERK AND SYSTEMS DESIGN FOR COMPUTER SUPPORT SERVICES AND THIS ITEM REQUIRES EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF \$132,000.00.

SPONSORED BY COMMISSIONER JOYCE AVERY

WHEREAS, The Juvenile Court Clerk is in need of on-going and continuous computer support services for their in-house systems; and

WHEREAS, Request for Proposals for the Juvenile Court Clerk computer consultant services were received by the Shelby County Purchasing Department with the best proposal being submitted by Systems Design; and

WHEREAS, Systems Design has proposed a contract for said services for twelve (12) months of fiscal year 2008 – 2009, with three (3) renewal options at a cost of \$132,000 plus annual contract price increases equal to that of Shelby County employee raises as set forth by the Shelby County Commissioners for the FY 2009 – 2010, FY 2010 – 2011, and FY 2011 – 2012 budget years; and

WHEREAS, The proposed Operating and Maintenance budget of the Juvenile Court Clerk's Office for FY 2008-2009 contains sufficient funds in Account Number 037-706001-6634, Outside Consultant Fees, for the continuation of computer support services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract in the amount of \$132,000.00 by and between Shelby County Government and Systems Design for computer support services at the Juvenile Court Clerk's Office is hereby approved for the twelve (12) month period of July 1, 2008 through June 30, 2009.

BE IT FURTHER RESOLVED, That the approval of said contract and any expenditure of funds related thereto shall be contingent upon the adoption of the Fiscal Year 2008-2009 Operating Budget.

BE IT FURTHER RESOLVED, That the amount of \$132,000.00 is hereby appropriated from the FY 2008 – 2009 Account Number 037-706001-6634, Outside Consultant Fees.

BE IT FURTHER RESOLVED, That said renewal options are hereby approved, contingent upon the appropriation of funds by the Shelby County Board of Commissioners for the fiscal years affected by said renewal option.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute this contract on behalf of Shelby County Government, a copy of which is on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants, in the amount of \$132,000.00 to Systems Design pursuant to the terms and conditions of the contract, and to take proper credit in their accounting therefore.

A C Wharton Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commision

ADOPTED: _____

TECHNOLOGY COORDINATION OFFICE
Review and Opinion Regarding the Proposed Contract for
COMPUTER CONSULTANT SERVICES – Juvenile Court Clerk's Office
May 29, 2008

Sponsor: Joy Touliatos
Chief Administrative Officer
Juvenile Court Clerk
901.405.8664

| | | |
|-------------------------------------|-----------------------|-------------------|
| Cost Summary: | <u>O&M</u> | <u>CIP</u> |
| Computer Consulting Services | \$132,000 | \$0 |

| | | |
|------------------------------|------------------|------------|
| FY 2009 Budget Impact | Budgeted? | YES |
|------------------------------|------------------|------------|

Vendor: SYSTEMS DESIGN.

OVERVIEW:

This proposal is for the renewal of computer consultant services for the Juvenile Court Clerk's office that include a broad array of technical support, application development, hardware/software evaluation, information system planning, and system conversion activities. An area of particular focus will be the continuation of efforts to convert the Juvenile Court Clerk's current DOS-based applications to MS-Windows architecture.

OPINION: RECOMMENDED

BUSINESS NEED:

The present vendor, Systems Design, has provided comprehensive technology support services for the Juvenile Court Clerk's office for the past twelve (12) years, an arrangement that is somewhat akin to an outsourced IT organization. While there is no viable short term alternative to continuing this arrangement in FY09, the Technology Coordination Office (TCO) will pay particular attention to evaluating other technologies and processes to support this operation going forward as part of the recommendations that will arise from the Enterprise Planning process currently underway.

VALUE FOR FINANCIAL OUTLAY:

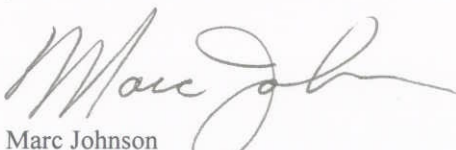
The annual cost of the services being contracted for are competitive from a 'market rate' perspective, particularly when compared to the alternative of adding an FTE with the requisite skill sets and experience with Juvenile Court operations. But County-wide expenditures in the areas of document/workflow management are considerable, particularly in the various Court's management systems presently in place. As such, they are a prime candidate for rigorous investigation of cost savings opportunities as the TCO proceeds with recommendations for a long range County Technology Plan. *It is anticipated that those recommendations will be made in a timeframe that will impact the decision to renew this contract for FY10 or, at a minimum, affect the specific contractual requirements and deliverables of that and any subsequent renewals.*

DUE DILIGENCE:

The TCO has confirmed that, in 2005, Central Information Technology required this vendor to provide documentation of all the underlying systems in use in running the Juvenile Court Clerk operations, which included data dictionaries, table structures, system architecture, and other information to ensure continuation of the business functions should the vendor be unable to perform his duties.

INFORMATION SECURITY CONSIDERATIONS:

The vendor is well-established, with a record of productive working relationships with the County. The contract with this vendor clearly enforces a due-care requirement to maintain the confidentiality of the County's data. As such, the risk appears to be managed adequately, provided the County adheres to standard security 'best practices'.



Marc Johnson
for the Technology Coordination Office

CONTRACT

This contract (the "Contract") entered into this ____ day of ____, 2008, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and Systems Design, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional computer consultant services for the Memphis and Shelby County Juvenile Court Clerk's Office; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 08-002-52, Computer Consultant Services on February 26, 2008, and CONTRACTOR responded to said RFP on March 20, 2008; and

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the RFP to CONTRACTOR on April 4, 2008; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONTRACTOR shall provide the services as outlined within the COUNTY's RFP Number 08-002-52 Computer Consultant Services and CONTRACTOR'S response thereto which is attached hereto as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services"). The Consultant shall provide the second proposed option of 1500 hours of staffing.

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue through June 30, 2009,

with an option to renew for three (3) additional one (1) year periods upon mutual written consent of both parties.

2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total not to exceed ONE HUNDRED THIRTY-TWO THOUSAND AND 00/100(\$132,000.00) Dollars (the "Fee") during the term of this Contract which shall include all reimbursable expenses. The Fee shall be paid in accordance with the attached Exhibit A. Annual renewal increases shall be equal to County employee raises as set forth by the Shelby County Board of Commissioners for the corresponding budget year.
3. The Fee shall be paid in accordance with the cost proposal on the attached Exhibit A.
4. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 35 of this Contract to the attention of Joy Touliatos. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall

immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY'S funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
- i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability

to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract,

and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC

1983 prohibited acts--arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term

hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. OWNERSHIP OF DOCUMENTS AND OTHER PROPRIETARY INTERESTS

a. The Contractor agrees that County will own exclusively all right, title and interest in and to materials and information created or supplied by Contractor for the performance of the Services under this Contract and for which Fees have been received by Contractor ("Work Product") whether or not the same is accepted or rejected by County. The Work Product shall remain the property of the County and shall not be used or published by the Contractor or any other party without the express prior consent of County. Work Product will be deemed a "work made for hire" as that term is used in the Copyright Act. In implementing the foregoing, the Contractor hereby grants and assigns to County all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such Work Product and shall cooperate fully with County in any steps County may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this CONTRACT shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from Contractor to County upon completion of the Work Product. The Contractor shall not construe such transfer as a grant for usage nor can the Contractor revoke it.

b. All information owned, possessed or used by Contractor which is communicated to, learned, developed or otherwise acquired by the Contractor in the performance of the Services for County, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between County and Contractor and continuing through the term of this Contract and any time thereafter, disclose,